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Atorneys for Plaintiffs-in-Limitation  
Sea Legend LLC as owner, John Moller as owner *pro hac vice*, and Conrad Moller  
as owner *pro hac vice*, of the vessel **SEA LEGEND**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

In the Matter of Sea Legend LLC as owner, John Moller as owner *pro hac vice*, and Conrad Moller as owner *pro hac vice*, of the vessel *SEA LEGEND*, for Exoneration From or Limitation of Liability

Case No. 2:18-cv-5879-SVW (MRWx)

**STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER**

111

1           WHEREAS, the Plaintiffs-in-Limitation, the Claimant, and the Third-Party  
2 Defendant herein (collectively the “Parties”) claim that they possess certain  
3 confidential or proprietary information for which special protection from public  
4 disclosure or use for any purpose other than this court action would be warranted;

5           WHEREAS, the Parties claim that the disclosure of such information may  
6 result in harm to them;

7           WHEREAS, the Parties acknowledge that this Order does not confer blanket  
8 protections on all disclosures or responses to discovery and that the protection it  
9 affords extends only to the limited information or items that are entitled under the  
10 applicable legal principles to treatment as confidential;

11          The Parties hereby stipulate to the following:

12         1. For the purposes of this Agreement, confidential information includes  
13 information protected within the scope of Fed. R. Civ. P. 26(c)(1)(G). By way of  
14 example, and without limitation, confidential information may include or be  
15 included in pricing or valuation information, agreements, papers, reports, and  
16 financial documents which comprise, embody, or summarize matters which the  
17 Parties consider confidential and desire not be made public.

18         2. Whenever the Parties produce a document or thing containing  
19 information they deem to be confidential and wish to be subject to this Order, the  
20 producing Party shall mark or designate the document or thing “Confidential.”  
21 Where any document or thing is marked or designated “Confidential” upon the  
22 first page thereof, the entire document or thing shall be deemed marked  
23 “Confidential.”

24         3. All material which the Parties produce which is designated as  
25 “Confidential” in this proceeding shall be maintained in confidence by the Parties  
26 and used solely in the preparation or hearing of this proceeding. The Parties shall  
27 not disclose or permit to be disclosed material that is designated “Confidential” to  
28 any persons, including consultants, experts or others retained by the parties hereto,

1 except a Party to this action may share “Confidential” information where the Party  
2 deems it reasonably necessary to consult with or use the services of such persons to  
3 prepare for or try this case, provided that:

4           a) Access to such material shall be restricted to: the Parties; their  
5 respective counsel, paralegals, and staff; court reporters and videographers; experts  
6 or consultants retained or specially employed by a Party in this case; deposition or  
7 hearing witnesses; the Court and its staff (as set forth herein);

8           b) Counsel for all Parties, by executing this Agreement, undertake  
9 to abide by and be bound by its provisions and to use due care to see that its  
10 provisions are known and adhered to by those under their supervision or control  
11 including any expert or consultant who has been retained or specially employed by  
12 a Party in anticipation of this litigation or for trial of this case. Such experts or  
13 consultants shall be provided a copy of this Agreement and shall sign the  
**Acknowledgement and Agreement to Be Bound** by this Order attached hereto as  
**Exhibit A.**

14         4. All depositions or portions of depositions taken in this matter, and all  
15 testimony or portions of testimony provided at the hearing in this matter, that  
16 contain confidential information may be designated “Confidential” and thereby  
17 obtain the protections accorded other Confidential documents. Confidentiality  
18 designations for depositions or hearing testimony shall be made either on the  
19 record or by written notice to the other party within 14 days of receipt of the  
20 transcript. Unless otherwise agreed, depositions and hearing testimony shall be  
21 treated as Confidential during the 14-day period following receipt of the transcript.

22         5. The receiving Parties and their counsel shall act to preserve the  
23 confidentiality of designated documents and information. Information designated  
24 as “Confidential” may be referred to by a Party in notices, correspondence,  
25 motions, briefs or any other pleadings or submissions, may be used in depositions,  
26 may be marked as deposition exhibits, may be used at the hearing, and may be

1 marked as hearing exhibits. However, before any material designated as  
2 “Confidential” is filed with the Court for any purpose, the Parties seeking to file  
3 the materials shall meet and confer telephonically and in writing with the opposing  
4 Parties to determine if redaction and/or other modification is mutually agreeable or  
5 if the Party seeking to file such material must seek permission of the Court to file  
6 the material under seal, to the extent possible.

7       6. Nothing contained herein shall constitute an admission or concession,  
8 or permit any inference, that the claimed confidential or trade secret document is,  
9 in fact, a confidential document as claimed by the designating Parties. The  
10 receiving Parties may seek an order authorizing treatment of any document labeled  
11 “Confidential” as a non-confidential document. The materials at issue must be  
12 treated as Confidential Information as designated until the Court has ruled on the  
13 objection or the matter has otherwise been resolved.

14       7. Nothing in this Agreement shall be construed to entitle any Party to  
15 obtain any document, thing or information that otherwise would not be allowed  
16 pursuant to applicable law, rules, codes, statutes or court order.

17       8. Nothing in this Agreement shall be deemed to preclude the Parties  
18 from seeking and obtaining additional protection with respect to the confidentiality  
19 of documents or other discovery material, or relief from this Agreement with  
20 respect to particular material designated “Confidential” hereunder.

21       9. Knowing failure to abide by the terms of this Agreement, if not  
22 specifically amended in writing by counsel to the Parties, may result in a motion  
23 for sanctions, costs, and attorney’s fees, and any other appropriate legal action.

24       10. This Agreement may not be waived, modified, abandoned or  
25 terminated, in whole or part, except by an instrument in writing signed by the  
26 Parties. If any provision of this Agreement shall be held invalid or unenforceable  
27 for any reason whatsoever, the remaining provisions shall not be affected thereby.  
28       // /

1       11. After termination of this case, the provisions of this Agreement shall  
2 continue to be binding.

3       12. No action taken in accordance with this Stipulation shall be construed  
4 as a waiver of any claim or defense in this action, or of any position as to  
5 discoverability or admissibility of evidence.

6       13. This Stipulation is effective as of February 19, 2019 and remains in  
7 effect regardless of when or whether the Court signs this Stipulated Protective  
8 Order.

9       14. This Stipulation may be signed in counterparts.  
10 Stipulated to:

11           Counsel for Plaintiffs-in-Limitation, Marisa G. Huber, certifies that all  
12 electronic signatures below have been duly authorized by signatory counsel per  
13 ECF Rule § 2(f)(4).

15  
16 Dated: February 19, 2019

GIBSON ROBB & LINDH LLP

18           /s/ MARISA G. HUBER

19  
20           Marisa G. Huber  
21           Attorneys for Plaintiffs-in-Limitation  
22           SEA LEGEND LLC, JOHN MOLLER,  
23           and CONRAD MOLLER

24 Dated: February 19, 2019

THE HOMAMPOUR LAW FIRM

25           /s/ DANIELLE LINCORS

26  
27           Danielle Lincors  
28           Attorneys for Claimant  
                 KRISTEN LLOYD

1 Dated: February 19, 2019

B&D LAW GROUP, APLC

2  
3 /s/ MICHAEL B. GEOOLA

4 Michael B. Geoola  
5 Attorneys for Claimant  
6 KRISTEN LLOYD

7  
8  
9 Dated: February 19, 2019

BULLIVANT HOUSER BAILEY PC

10 /s/ KEITH GILLETTE

11  
12 Marilyn Raia  
13 Keith Gillette  
14 Attorneys for Third-Party Defendant  
15 BYRD TECHNOLOGIES, INC. DBA  
16 MARQUIPT

17  
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19  
20 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

21  
22 **Dated:** March 13, 2019

23  
24   
United States Magistrate Judge  
Michael R. Wilner

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [*print or type full name*], of  
\_\_\_\_\_ [*print or type full address*], declare under

penalty of perjury that I have read in its entirety and understand the Stipulated Confidentiality Agreement and Protective Order referenced as effective as of February 19, 2019 in the case of “In the Matter of SEA LEGEND, LLC *et al.*”; Case No. 2:18-cv-SVW (MRW). I agree to comply with and to be bound by all the terms of this Stipulated Agreement and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Agreement to any person or entity except in strict compliance with the provisions of this Agreement.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Agreement, even if such enforcement proceedings occur after termination of this action.

Date:

City and State where sworn and signed:

Printed name:

Signature: